

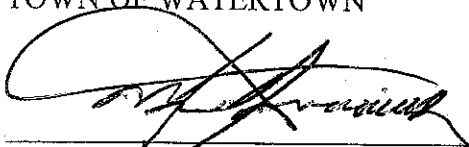
MEMORANDUM OF AGREEMENT
BETWEEN TOWN OF WATERTOWN AND
IAFF – LOCAL 1347

WHEREAS, the parties acknowledge that the cost of health insurance is an important issue for the taxpayers, retirees, employees and Town of Watertown alike;

NOW THEREFORE, the parties hereby agree as follows:

1. Subject to the successful transfer of the Town of Watertown's ("Town") health insurance coverage to the Group Insurance Commission ("GIC") pursuant to the Town's recently negotiated agreement with the Watertown Public Employee Committee ("PEC"), the Town will agree to a successor collective bargaining agreement with the IAFF – Local 1347 ("UNION") effective July 1, 2008 – June 30, 2009. Said agreement shall contain the same terms and conditions as the parties' prior to collective bargaining agreement except as modified by the following:
 - a. Effective July 1, 2008, increase base wages by 3.5%
2. In addition to the condition set forth in paragraph 1, this Agreement is subject to ratification by the Union membership and the Town Manager and is subject to appropriation by the Town Council.

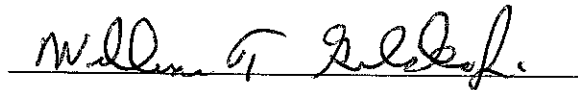
TOWN OF WATERTOWN



Michael J. Driscoll, Town Manager

Date: October 14, 2008

IAFF – LOCAL 1347



Date: 10/14/08

TOWN OF WATERTOWN

and

**WATERTOWN FIREFIGHTERS ASSOCIATION
LOCAL 1347**

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2005 – JUNE 30, 2008

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The Agreement is made and entered into by and between the Town of Watertown, (hereinafter referred as the "EMPLOYER") acting through its Town Manager, and the Watertown Fire Fighters, Local 1347, International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE I RECOGNITION

Section A - Union Recognition

The EMPLOYER recognizes the UNION as the exclusive representative of all the employees in the Units described in this Section as certified by the Labor Relations Commission, Commonwealth of Massachusetts, Case No. MCR-1224 for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment;

UNIT A: All uniformed fire fighters of the Town of Watertown, excluding the Chief and all other employees; and

UNIT B: All Fire Alarm Signal Operators, excluding all other employees; and

UNIT C: All Fire Apparatus Mechanics of the Watertown Fire Department, excluding all other employees.

Section B - Management Rights

1. The EMPLOYER retains all of the powers conferred upon it by law and as previously exercised (except insofar as said powers may be expressly restricted by the terms of this Agreement), including but not limited to the right to establish and administer policies relating to operations, services and functions of the Fire Department: to reprimand, suspend, discharge or otherwise discipline employees for just cause: to hire, promote and transfer employees: to determine the number of employees and to maintain their efficiency: to determine the duties to be performed by employees consistent with such duties as are usually performed by Firefighters and Fire Alarm Signal Operators and consistent also with Civil Service Laws, Rules and Regulations: to establish, consolidate, combine, or abolish any department, operation, or service: to control and regulate the use of facilities, supplies, equipment and other property: to determine the number, location and operation of divisions and departments of the EMPLOYER, the assignment of fire fighting duties, the qualification required according to Civil Service Rules and Regulations, and the size and composition of the work force: to make or change rules, regulations, policies and practices not inconsistent with the terms of this Agreement or contrary to the authority of the Chief of the Fire Department: and, generally to manage and direct the work force.

2. The parties are agreed that no restrictions are intended on the rights and powers of the EMPLOYER except those specifically and directly set forth in express language in specific provisions of this Agreement.

3. The parties are agreed that the Chief of the Fire Department shall continue to direct and administer said Department and that no restrictions or limitations are intended upon his authority and discretion in so doing except as may be specifically set forth in this Agreement.

Section C - Employee Privileges

The parties are agreed that the employees hereunder shall continue to enjoy the privileges they now have provided such privileges are not contrary to the terms of this Agreement. Compare G.L. c.150E, Section 7.

ARTICLE II GRIEVANCE PROCEDURE

Section A - Definitions

1. A "grievance" shall mean a complaint that there has been, as to an employee, a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. As used in this Article, the term "employee" shall include a group of employees having the same grievance.
2. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
3. An "aggrieved person" is the person or persons making the complaint.

Section B - Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate superior, and having the grievance adjusted without the intervention of the UNION, provided the adjustment is not inconsistent with the terms of the Agreement and that the UNION has been given the opportunity to be present at such adjustment and to state its views.
3. Unit employees shall not be discharged or disciplined except for just cause.

Section C - Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite by mutual agreement.

1. Level One.

An employee with a grievance will first discuss it with his immediate superior, either directly or through the employee's Grievance Committee, with the objective of resolving the matter informally.

2. Level Two

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) work days after presentation of his grievance, he may file the grievance in writing with the Chairman of the Grievance Committee within (5) work days after the decision at Level One or ten (10) work days after

the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Grievance Committee will, if the Committee deems the grievance meritorious, refer it to the Chief of the Fire Department.

(b) The Chief will represent the EMPLOYER at this level of the grievance procedure. Within five (5) work days after he has received the grievance, the Chief will meet with the aggrieved person in an effort to resolve the grievance submitted in writing.

(c) A grievance shall be considered to have been waived unless, within thirty (30) work days after the employee knew or should have known of the act or condition upon which the grievance is based, he has filed a written grievance with the Chairman of the Grievance Committee and the written grievance has been referred to the Chief as above stated. A dispute as to whether a grievance has been waived under this paragraph will commence at Level Three of this grievance procedure.

3. Level Three.

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) working days after he has first met with the Chief, he may file the grievance in writing with the Chairman of the Grievance Committee within (5) work days after a decision by the Chief, or ten (10) work days after he has first met with the Chief, whichever is sooner. Within five (5) work days after receiving the written grievance, the Chairman of the Grievance Committee will refer it to the Town Manager. Within ten (10) work days after receiving the written grievance, the Town Manager or his designated agent will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the Town Manager.

4. Level Four.

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) work days after he has first met with the Town Manager or his designated agent, he may within five (5) work days after a decision by the Town Manager or fifteen (15) work days after he has first met with the Town Manager or his designated agent, whichever is sooner, request in writing from the Chairman of the Grievance Committee that his grievance be submitted to arbitration. If the Grievance Committee determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) work days after receipt of the request by the aggrieved person.

(b) Within ten (10) work days after such written notice of submission to arbitration, the Town Manager or his duly designated agent and the Grievance Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

(c) The parties will be bound by the rules and procedures of the American Arbitration Association. Upon mutual agreement, the parties may use the Board of Conciliation and Arbitration for arbitration and/or grievance mediation. In the absence of mutual agreement, the American Arbitration Association will be the forum.

(d) The arbitrator so selected will confer with the representatives of the Town Manager and the Grievance Committee and hold a hearing promptly and will issue his decision not later than twenty (20) work days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and his conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be final and binding.

(e) The costs of the services of the arbitrator, including his per diem expense, will be borne equally by the Town of Watertown and the UNION.

Section D - Rights of Employees to Representation

1. No reprisals of any kind will be taken by the EMPLOYER or by any of its agents or representatives against any party in interest, and member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.
2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4 (c).
3. While both parties may maintain files of grievance, and the dispositions thereof, the EMPLOYER shall not make any entry or file any paper in the personal file of any employees involved in a grievance except as may be required to implement the disposition thereof.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared by the Chief and the UNION and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Notwithstanding anything to the contrary, no dispute of controversy shall be the subject matter for arbitration unless it involves a grievance as defined in Section A, Subsection 1, of this Article.
6. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement: and he shall arrive at his decision solely upon the facts, the evidence and the contentions as presented by the parties during the arbitration proceedings.
7. An aggrieved person may be represented by the UNION at all levels of the grievance procedure.
8. In the event an employee hereunder is called as a witness by either side in an arbitration or grievance proceeding, such employee may attend and testify thereat without loss of pay.

ARTICLE III

SALARIES

| | 7/1/05 | 7/1/06 | 7/1/07 |
|--------------|-------------|-------------|-------------|
| FF TOP | | | 54,081.67 |
| FF 4TH | \$49,500.52 | \$51,728.04 | \$53,021.24 |
| FF 3RD | \$46,529.99 | \$48,623.84 | \$49,839.44 |
| FF 2ND | \$43,562.18 | \$45,522.48 | \$46,660.54 |
| FF 1ST | \$40,590.14 | \$42,416.70 | \$43,477.12 |
| Lieutenant | \$57,915.61 | \$60,521.81 | \$63,275.55 |
| Captain | \$67,471.69 | \$70,507.92 | \$72,270.62 |
| Deputy Chief | \$78,604.51 | \$82,141.71 | \$84,195.25 |

The pay schedule reflects officer differentials of 15 percent for Firefighter-Lieutenant; 14 ½ percent for Lieutenant-Captain; and 14 ½ percent for Captain-Deputy Chief.

Effective 6/15/00, the officer differentials will be 17 percent for Firefighter-Lieutenant; 16 ½ percent for Lieutenant-Captain; and 16 ½ percent for Captain-Deputy Chief.

Effective 7/1/00 Officer Ranks: Eliminate 1st step, thereby providing one (1) step upon promotion, the current maximum.

Only bargaining unit members who are employed by the Town upon the execution date of this agreement (other than any employees who retired from the Town between July 1, 2005 and the present and who are receiving a pension from the Town) will be eligible for retroactive pay.

Effective with the issuance of the retroactive paychecks that will be due under this Agreement, the current weekly pay period shall be adjusted so as to begin on a Sunday and end on a Saturday. Employees will be paid in arrears, i.e. they will be paid on a Thursday for the preceding Sunday to Saturday period.

In addition to the salary schedule, employees who are appointed to the following position shall receive the stipends as noted:

POSITIONANNUAL STIPEND

| | |
|----------------------------------|---------------------------|
| Staff Service Officer | 8 % above their rank held |
| Head of Fire Prevention | 8 % above their rank held |
| Training Officer/EMS Coordinator | 8 % above their rank held |

These stipends shall be paid on a weekly basis and shall be included in the employee's annual salary computation.

Effective 1/1/98, the incumbent Mechanic shall be paid at a rate equivalent to a Lieutenant during his incumbency.

Effective 7/1/07 the EMT Coordinator title shall be changed to Training Officer/EMS Coordinator with an 8% stipend.

ARTICLE IIIA

NIGHT SHIFT DIFFERENTIAL

Effective July 01, 2000, all bargaining unit members who are actually assigned to work rotating day and night shifts shall be eligible for a weekly night shift differential equal to eight percent (8%) of sixty percent (60%) of their weekly base pay.

Effective July 01, 2001, all bargaining unit members who are actually assigned to work rotating day and night shifts shall be eligible for a weekly night shift differential equal to nine percent (9%) of sixty percent (60%) of their weekly base.

Effective July 01, 2002, all bargaining unit members who are actually assigned to work rotating day and night shifts shall be eligible for a weekly night shift differential equal to ten percent (10%) of sixty percent (60%) of their weekly base pay.

Employees shall receive this night shift differential regardless of the number of regularly scheduled night tours they actually work in any given week.

ARTICLE IIIB

STAFF PERSONNEL DIFFERENTIAL

Effective July 1, 2000, all bargaining unit members who are assigned as staff personnel by the Chief shall be eligible for a weekly staff differential equal to eight percent (8%) of sixty percent (60%) their weekly base pay.

Effective July 1, 2001, all bargaining unit members who are assigned as staff personnel by the Chief shall be eligible for a weekly staff differential equal to nine percent (9%) of sixty percent (60%) their weekly base pay.

Effective July 1, 2002, all bargaining unit members who are assigned as staff personnel by the Chief shall be eligible for a weekly staff differential equal to ten percent (10%) of sixty percent (60%) their weekly base pay.

ARTICLE IIIC

TRAINING/TRAVEL EXPENSE

Effective October 14, 2008, employees traveling to mandatory training not provided by the fire department, authorized by the Fire Chief shall be reimbursed in accordance with the following schedule: A. Public Transportation: reimbursed in full B. Private auto: reimbursed at Town rate given to other employees (currently at \$.315) C. Mode of transportation to be used will be subject to prior approval of the Fire Chief. A voucher shall be signed by the employee and submitted to the Fire Chief for payment authorization.

ARTICLE IV

WORK WEEK

The regular work week for all employees hereunder who perform fire fighting duties shall not exceed an average of forty-two (42) hours. It shall be based upon a 24-hour tour. The tours shall run one 24-hour tour of work and three 24-hour tours off, hereinafter a "cycle".

ARTICLE V OVERTIME

Section A. An employee covered by this Agreement shall be compensated at one and one-half (1 1/2) times his hourly rate of pay for all hours worked in excess of his regularly scheduled tours.

Section B. Effective upon the execution date of this Agreement, an overtime roster shall be posted in each station and continuously maintained. A separate paid detail roster shall be posted in each station and it shall be continuously maintained.

Section C. Effective upon the execution date of this Agreement, overtime and paid details shall be distributed equitably among all members of the bargaining unit, within each rank. To facilitate the above requirement, all overtime assignments resulting from vacation or personal leave shall be assigned well in advance of the date such assignment will occur.

Section D. An employee covered by this Agreement shall be compensated with a minimum of two hours at the overtime rate after completing one-half hours of holdover time beyond the completion of his regular shift. An employee covered by this Agreement shall be compensated with a minimum of three hours pay at the overtime rate when called back to duty at any time other than during his regular shift.

Section E. No employee may work more than 96 hours in any seven-day period subject to an emergency determined by the Town.

Section F. No employee may work more than 62 consecutive hours by any combination of scheduling, overtime, or swaps or any other event unless so authorized by the Fire Chief.

ARTICLE VI VACATION LEAVE

Section A. Bargaining Unit employees shall be entitled to annual vacations with pay, pursuant to the following schedule:

Effective July 1, 1995

| | | |
|---|---------|-----------|
| Beginning with 30 weeks through 3 years | 2 weeks | 80 hours |
| Beginning with the 4th year through 8th year | 3 weeks | 120 hours |
| Beginning with the 9th year through 16th year | 4 weeks | 160 hours |
| Beginning with the 17th year through retirement | 5 weeks | 200 hours |

The amount of vacation to which an employee is entitled shall be based upon the employee's length of accumulated service in the employ of the Town of Watertown as of December 31, of the calendar year involved.

For vacation schedule purposes, each week of vacation shall run from 8:00 a.m. Saturday to 8:00 a.m. on the following Sunday. One week of vacation shall equate to two consecutive cycles, not withstanding anything to the contrary in Article VI, Section C of the Collective Bargaining Agreement.

Section B. All one, two or three week special vacations shall be chosen on the basis of seniority within each of the separate groups regardless of rank, one week at a time.

Section C. Any employee covered by the Agreement may take all of his vacation weeks (other than the scheduled summer vacation), one tour at a time. The employee will express this intent during the selection of special vacations. A week shall be considered for the purpose of this section to be two (2) 24-hour tours being two (2) consecutive cycles. A member would not be allowed to accumulate more than seventy-five percent (75%) of these tours either as day tours or night tours without the permission of the Chief of Department.

Section D. Any employee who does not wish to take a summer vacation may, with the permission of the Chief of Department, change his vacation to a period outside the summer schedule.

Section E. If an employee is on injury leave later than September 1st of each year, he/she may carryover one additional week of vacation leave.

Any employee covered by this Agreement may carry one week or up to Four P - Tours of vacation over into the following calendar year. Such time must be used by April 30th of that year.

Selection shall be according to the provisions of Article VI, Section B of the Agreement.

Effective October 14, 2008, if an employee is on injury leave later than September 1st of each year, he/she may carryover one additional week of vacation leave and can cash out one additional week of vacation.

ARTICLE VII

SICK LEAVE

All employees hereunder shall be entitled to receive sick leave in accordance with the provisions of the Ordinances of the Town of Watertown, Chapter X, attached hereto as Appendix "A". It is expressly understood and agreed that if an employee disputes the determination of the Town Manager with respect to whether an absence is properly charged to sick leave, the dispute may be submitted to arbitration pursuant to Article II of the Agreement.

For the purpose of consumption and use of sick leave each 24-hour tour of duty shall equate to two sick leave days.

An employee covered by this Agreement shall, upon request, have available to him information regarding the number of his used sick leave days and the number of his accumulated unused sick days.

Upon an employee's retirement or death, the Town shall pay to an employee or his designated beneficiary or, in the case he fails to designate a beneficiary, to his estate an amount equal to 25%

of his accumulated sick leave upon his retirement or death at the rate of pay he is earning on such date.

ARTICLE VIII

BEREAVEMENT LEAVE

In case of death of a parent, step-parent, husband, wife, child, stepchild, brother, sister, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law, of any employee or spouse of an employee, said employee will be granted a leave of absence from his duties, without loss of pay and without having any part of his sick leave benefit charged against his accumulated sick leave time, from the day of death up to but not beyond 8:00 a.m. of the third calendar day following the funeral of the deceased; but in no case will said employee receive pay for absence of more than two (2) 24-hour tours, except with the express written approval of the Chief of the Fire Department."

In the case of death of a brother-in-law, sister-in-law, nephew, niece, uncle, or aunt of said employee, he shall be granted a leave of absence of one working day on the day of the funeral or day of the wake without loss of pay and without having any part of said employee's sick time charged against his accumulated sick leave time.

If the occasion for bereavement leave occurs during an employee's vacation or within one (1) week prior to his vacation, he may terminate such vacation. He will be entitled to take the remainder of his vacation at a later date within the same fiscal year.

In case of line of duty death in the Fire Department of Watertown, the bereavement committee will be excused from duty until after the funeral. The Bereavement Committee will consist of the President of the Local, Chairman of the committee and two other members of the local. In case of non-line of duty death of an active or retired member of the local, the President of the local and Chairman of the committee will be excused from duty the days and nights of the wake and funeral.

Honor Guard

1. In the event of a line of duty death within the state of Massachusetts, the Honor Guard representing the Watertown Firefighters Local 1347 will be allowed time off from their regular duties of one (1) 24 hour tour of duty for up to (5) members for the purpose of attending memorial services or funeral.
2. In the event of the death of an active or retired member upon the request of the retired members family, the Honor guard representing the Watertown Firefighters Local 1347 will be allowed time off from their regular duties of one (1) 24 hour tour of duty for up to (5) members for the purpose of attending memorial services or funeral.
3. Such leave shall not impact any other term or condition of employment provided in this Agreement.

ARTICLE IX

INSURANCE

The present Group Insurance Plan shall remain in full force and effect for the term of this Agreement; and the EMPLOYER shall continue to pay the same share of the cost thereof as at present.

ARTICLE X PAID HOLIDAYS

Section A. The following holidays shall be paid holidays for all bargaining unit employees:

| | |
|--------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Washington's Birthday | Columbus Day |
| Patriots' Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Firefighter Memorial Day | Christmas Day |

Section B. Effective July 1, 1992, each member of the bargaining unit shall receive, in addition to his/her regular weekly compensation, holiday pay in the amount of 12 hours pay for each such holiday regardless of whether it falls on his/her scheduled work day, his/her scheduled day off, during his/her vacation or any period of time that he/she is on paid leave.

Additionally, effective July 1, 1995, employees who are regularly scheduled to work on Christmas and Thanksgiving who actually work that day, shall receive an additional 12 hours pay; provided however, that if an employee reports to work and cannot work the full day through no fault of his or her own, he/she shall receive said compensation.

Section C. Effective July 1, 1995, if an additional holiday is proclaimed by the State or Federal Government and in the absence of a local option, such holiday will be added to the current list. If such holiday is subject to local option and the Town accepts such holiday, that holiday will be added to the list.

Section D. Employees who work on the premium holidays will receive premium pay, irrespective of whether or not they are so scheduled to work.

ARTICLE XI LONGEVITY PAY

Employees with five or more years of service will be paid as part of their regular compensation in addition to their regular salary a career service increment pursuant to the following schedule based upon the top step fire fighter rank salary :

| <u>Years of Service</u> (as of December 31) | <u>Annual Payment</u> |
|---|-----------------------|
| Beginning with the 5th year through 9 years | 1.175% |
| Beginning with the 10th year through 14 years | 2.115% |
| Beginning with the 15th year through 19 years | 3.055% |
| Beginning with the 20th year through 24 years | 4.934% |
| Beginning with the 25th year through 29 years | 7.049% |
| Beginning with the 30th year through retirement | 7.754% |

Longevity payments may be paid quarterly and shall be included in base pay for purposes of computing overtime, sick pay, injury pay, holiday pay or vacation pay, and shall be considered regular compensation for pension and retirement purposes, to the extent permitted by law. It is expressly understood and agreed that employees eligible for longevity payments are entitled to the entire longevity amount each year.

In the event of an employee's retirement or death, his entire longevity pay increment for the fiscal year of such termination will be paid to said employee or the employee's heirs at law on the next pay day following his retirement or death.

ARTICLE XII ORDINANCES INCORPORATED

In regard to the subject matter of any of the Articles of this Agreement, there is hereby incorporated by reference and made part of this Agreement any or all of the provisions of the ordinances of the Town of Watertown in existence on the date of execution of the 1982-84 Agreement, to the extent that they are applicable to the employees hereunder and to the extent that they do not conflict with specific provisions of this Agreement.

ARTICLE XIII COURT LEAVE

Section 1. Employees called for jury duty or summoned on behalf of the Town as witnesses shall be granted court leave without loss of pay. The employees shall pay over to the Town, any jury duty and/or witness fees and the Town shall compensate the employee his regular compensation, pursuant to the contract, excluding overtime.

Section 2. Employees called to jury duty shall notify in writing the Chief of Department of the date of such duty as soon as possible. It shall be the further responsibility of the employee to keep the Department advised from day to day of his jury status as well as to his final discharge from such duty.

Section 3. Trial jury duty leave shall commence at 5:30 p.m. of the day prior to the employees first scheduled day of trial jury and shall end at 7:30 a.m. of the day following the last such day of trial jury duty. No employee shall be required to report for Fire Department duty during the period of time, including weekends, and/or holidays, in which he is a sitting juror.

Section 4. All other provisions of jury duty and compensation shall be governed by M.G.L. c. 234A as it may be amended from time to time.

Section 5. Grand jury leave shall commence at 5:30 p.m. of the day prior to the employee's first scheduled day of grand jury and shall end at 7:30 a.m. of the day following the last day of such grand jury subject to the provisions set forth below. When an employee is granted court leave for Grand Jury, and is excused by proper court authority, he shall contact the Chief or his designee within three hours after being dismissed for the week to advise the Chief of the Grand Jury schedule. The employer may require an employee on Grand Jury duty to perform regular duties, pursuant to his regular schedule, depending on the Grand Jury schedule for that week but in no event shall the employee be required to work more than 42 hours in any given week which shall include time spent on Grand Jury, unless otherwise ordered by the District Attorney.

Section 6. If an employee who has been called under this section is permanently released from his current jury duty obligation by 4:00 PM on a date the employee is scheduled to work, he must report to work for the night tour at 6:00 PM.

ARTICLE XIV CIVIL SERVICE

The EMPLOYER and the UNION shall recognize and adhere to all Civil Service Rules and Regulations whenever applicable, including but not limited to seniority, promotions, transfers, discharges, removals and suspensions. Employees hereunder shall retain their Civil Service rights as now in effect under the provisions of the G.L. c.31. The seniority list required by law to be transmitted annually from the Fire Department to the Personnel Administrator of the Massachusetts Human Resources Division shall be conspicuously posted in each of the Fire Stations and in the Fire Alarm Office.

ARTICLE XV BULLETIN BOARDS

The EMPLOYER agrees to make space available to the UNION on bulletin boards located in non-public areas in each of the Fire Stations and in the Fire Alarm Office for the posting of routine Union notices, circulars and other materials relating to UNION business. The UNION agrees not to post any materials containing derogatory language or criticisms of the EMPLOYER. All materials must be approved and initialed for posting by a duly authorized officer of the UNION.

ARTICLE XVI DUES DEDUCTIONS

Section A - Authorization for Dues Deductions

Upon receipt by the EMPLOYER of a signed voluntary authorization by an employee hereunder, the EMPLOYER agrees to deduct from the pay of such employee the monthly Union membership dues that may be duly levied upon him by the UNION and to remit the aggregate amount to the Treasurer of the UNION together with a list of the employees who have authorized Union dues deductions from their salaries. Such remittance shall be made by the 10th of the next succeeding month. An authorization may be revoked by the employee by sending to the Town Auditor a signed written notice thereof, such revocation to take effect sixty (60) days after it has been received. The EMPLOYER shall send a copy of the revocation to the UNION.

Section B - Indemnification

The UNION shall indemnify and save the EMPLOYER harmless against any claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the EMPLOYER for the purpose of complying with this Article.

Section C - Form of Authorization

See Appendix B

ARTICLE XVII

PERSONNEL FILES

No material derogatory to an employee's conduct, service, character or personality will be placed in his personnel file unless the employee hereunder has had an opportunity to review the material. The employee will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Such employee will also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief and attached to the file copy.

ARTICLE XVIII

USE OF FIRE STATION

The UNION will have the right to use the main fire station without cost at reasonable times for union meetings. The Chief or his designee will be asked in advance to confirm the time and the place of all such meetings.

ARTICLE XIX

SUBSTITUTIONS

Employees hereunder will be permitted to substitute or exchange shifts with other employees of equal rank when such substitutions or exchanges are approved by the Chief or his designee.

ARTICLES XX

INDEMNIFICATION

The provisions of G.L. c.41, section 100, setting forth certain indemnities for firefighters are hereby incorporated by reference. The provisions of G.L. c.41, sections 100A and 100B are hereby incorporated by reference into this Agreement. Further, the Town agrees to undertake the necessary executive action to seek legislative acceptance of G.L. c.41, section 100D, and, once accepted, said section will be incorporated by reference into this Agreement.

ARTICLE XXI

INJURY LEAVE

The provisions of G.L. c.41, section 111F, granting leave without loss of pay to a firefighter who is incapacitated for duty because of injury sustained in the performance of his duty without fault of his own, are hereby incorporated by reference.

Injury leave shall be provided in accordance with the provisions of the Ordinances of the Town of Watertown, Chapter X, attached hereto as Appendix "A", subject to the following exceptions: It is mutually understood and agreed that if an employee disputes the determination of the Town Manager made pursuant to Chapter X with respect to whether an absence is properly charged to injury leave, the dispute may be submitted to arbitration pursuant to Article II of the Agreement.

ARTICLE XXII

GENERAL PROVISIONS

Section A - Reprisals

There will be no reprisals of any kind taken by the EMPLOYER, its officers, agents or representatives, against any employee covered by this Agreement by reason of his membership in the UNION or participation in its activities, or of his assertion of any rights hereunder.

Section B - Conflicts

Should any provision of this Agreement be declared unlawful by the highest appellate court of competent jurisdiction, the remaining provisions of the contract shall remain in full force and effect and the parties immediately shall negotiate in terms of the provision declared unlawful. An inability to agree shall render the subject matter to the contract procedure's compulsory arbitration, notwithstanding the provisions regarding the definition of an arbitrable grievance.

Section C - Prohibited Practices

The UNION agrees that for the duration of this Agreement it will not engage in, induce, or encourage any strikes, work stoppages, slowdowns, or withholding of services by the employees represented by it. Any employee who engages in such activities will be subject to disciplinary action, including discharge.

Section D - Waiver

The EMPLOYER and the UNION agree that each has had a right to bargain for any provision that they wished in this Agreement. Each of the parties hereunto expressly waives the right to reopen the contract for any further demands or proposals, and agree that this Agreement constitutes a complete contract on all matters, and that if other proposals have been made the same have been withdrawn in consideration of this Agreement.

Section E - Funding

If funds are necessary to implement this Agreement, a request for the necessary appropriation shall be submitted to the Town Council by the EMPLOYER. If such request is rejected, the matter will be returned to the parties for further bargaining.

Section F - Civil Service Laws

If any provision of this Agreement is in conflict with any Civil Service Law, rule or regulation, such Civil Service Law, rule or regulation shall prevail so long as such conflict shall exist.

Section G - Compliance

The failure of either party hereunto to insist upon compliance with any of the terms or conditions of this Agreement upon any particular occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such term or condition.

Section H - Medical Bills

The Town agrees to pay all medical bills pertaining to and arising out of an on duty injury of any member of the bargaining unit within four (4) months of the receipt of such bill.

Section I - Snow Removal

The Town agrees that priority shall be given for snow removal to all Town Fire Stations including ramps and parking areas, and that the Superintendent of Public Works shall be directed to give first priority to the snow removal from the aforesaid areas.

Section J - Loss of Drivers License

Any employee who loses his Massachusetts Drivers License, will be assigned by the Chief to a non-driving job until the license is reinstated, unless disciplinary action is otherwise indicated on the basis of allegations independent of the fact of license loss. Said employee must promptly notify the Chief of the loss and reinstatement of such license.

Section K - Annual Departmental Budget

A copy of the Annual Budget prepared by the Fire Chief shall be submitted to the Union at the same time it is submitted to the Town Manager.

ARTICLE XXIII

UNION OFFICERS AND DELEGATES

Section A - Officers

The parties hereunto agree that on all matters arising out of or in connection with the terms of this Agreement, the EMPLOYER, for the duration hereof, will deal only with the duly authorized officers and representatives of the UNION as from time to time elected or designated by the UNION. The UNION will submit in writing to the EMPLOYER the names of such officers and representatives and will give prompt notice of any changes or substitutions in the list of names previously furnished.

Section B - Attendance at Meetings

Not more than three (3) of the officers and representatives of the Union mentioned in the preceding Section of this Article shall be allowed time off from their regular duties for the purpose of attending and participating in collective bargaining meetings and grievance and arbitration meetings, and in Local and State Union meetings, without loss of pay.

Section C - Delegates

1 Delegates of the UNION to out-of-state and in-state convention shall be allowed time off from their regular duties to attend such convention, without loss of pay, as follows:

- (a) Two delegates for not more than two (2) 24-hours tours of duty each even numbered years to attend the convention of the International Association of Fire Fighters, A.F.L.-C.I.O.; and
- (b) Six (6) delegates for one (1) twenty-four (24) hour shift but in no case will more than three (3) delegates be off duty from one group to attend the convention of the Professional Firefighters of Mass. in odd years.

2. At least two (2) weeks prior to the convocation of either convention the UNION will furnish to the Chief the names of its delegates and the time and place of the convention they are to attend as well as their probable length of stay thereat.

Section D – Union Business

Effective October 14, 2008, the Chief of the Department may provide up to three (3) Tours (six (6) individual shifts) per year for the conduction of Union business, with full compensation and benefits to members utilizing this time off. Members utilizing these shifts must be from amongst the officers and representatives listed in accordance with Article XXIII Section A: Officers. Other union members may, upon application of the Local and with the prior approval of the Chief of the Department, utilize these shifts to conduct Union business.

ARTICLE XXIV

VACANCIES AND PROMOTIONS

It is agreed and understood that whenever the EMPLOYER decides to fill a vacancy or make a promotion within the Fire Department all applicable Civil Service Laws, Rules and Regulations shall be followed, and that the vacancy shall be filled or the promotion made as soon as is practicable. The EMPLOYER also agrees to make its decision within a reasonable time after the vacancy occurs, but not later than three (3) months thereafter.

The Town will request the Massachusetts Human Resources Division (HRD) to conduct promotional examinations for the positions of Fire Lieutenant, Fire Captain and Fire Deputy Chief once every two (2) years.

This schedule shall be superseded when an existing list has been exhausted. The Town shall request an examination from HRD so as to maintain an appointment capability for the Town. Nothing contained in this paragraph shall interfere with or restrict the appointment powers of the Town.

If an employee is hired from a HRD reemployment list and has more than three full time years of experience with another department, he/she will be placed at the top step of the firefighter pay scale, for purpose of base pay only.

If an employee is hired from a HRD reemployment list and has more than two years and less than three full time years of experience with another department, he/she will be placed at the step 3 of the firefighter pay scale for purpose of base pay only. The employee would advance to the next step on his/her one year anniversary date of employment.

If an employee is hired from a HRD reemployment list and has more than one year and less than two full years of experience with another department, he/she will be placed at the step 2 of the firefighter pay scale, for purpose of base pay only. The employee would advance to the next step on his/her one year anniversary date of employment.

ARTICLE XXV

PERSONAL LEAVE

An employee hereunder shall be entitled to receive personal leave equal to one (1) 24-hour tour of duty per year at some time during each year. Insofar as it is practicable to do so, an employee may select the date for his period of personal leave.

Each employee will be allowed to use his annual personal days on weekends except that no annual personal days will be allowed on weekends when there are overlapping summer vacations.

An employee using personal tours shall compute tour use as follows: A 24- hour tour shall equate to two personal tours.

A maximum of twenty-five (25%) of each working group's total assigned complement shall be allowed to utilize personal tours and single vacation tours on any given shift or tour of duty; provided, however, that employees attending the Massachusetts Fire Academy shall be included in said twenty-five percent (25%) figure for a period for each such employee not to exceed three (3) months of such Academy attendance.

Effective October 14, 2008, an employee hereunder who completes twelve (12) contiguous months of service holding a bid on a Fire Rescue Company shall be entitled to receive additional personal leave equal to one (1) 24-hour tour of duty per year at some time during the year. Insofar as it is practicable to do so, an employee may select the date for the employee's period of personal leave.

ARTICLE XXVI

CAREER INCENTIVE PAY PROGRAM

Effective 7/1/04 employees who qualify for the Career Incentive Pay Program will be paid according to the compensation listed below and included in the base pay. The applicable percentages will be calculated in the same manner as longevity. Fire Department incentive pay shall be computed annually on the basis of the number of semester hour credits earned and accumulated toward an associate's or bachelor's degree according to the following schedule:

| <u>Credits/Degrees</u> | <u>Compensation</u> |
|---|---------------------|
| 3-30 credits | \$ 12.00 per credit |
| 31-59 credits | \$ 17.00 per credit |
| 60 credits plus A.A. degree in Fire Science | 4% |
| B.S. or B.A. degree plus A.A. degree or 60 credits in Fire Science program. | 7.75% |
| Effective October 14, 2008: B.S. or B.A. degree plus A.A. degree or 60 credits in Fire Science program. | 7.754% |

All semester hour credits and said degree shall be earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education. Additional compensation paid under this program shall be included in base pay for the purpose of computing overtime, sick pay, injury pay, holiday pay, vacation pay, and shall be considered for pension and retirement purposes, to the extent permitted by law. This program shall be administered by the Personnel Department in accordance with the following procedures: 1) the Chief of the Fire Department must approve in advance the professional appropriateness of the courses of instruction to be undertaken: 2) on or before the first day of September in a given year an applicant for educational incentive pay hereunder shall submit to the Personnel Department evidence of satisfactory completion of the courses of instruction taken and of the number of credits

earned and accumulated as aforesaid: and 3) the Personnel Department shall then compute the amount of additional compensation due to the applicant and authorize payment thereof beginning on the first pay period in the month of October next ensuing. The effective date for the commencement of this program is July 1, 1974, but credits earned prior thereto and accumulated toward an associate degree in Fire Science as above stated shall be included in the computation of additional compensation hereunder, provided, however, that the following conditions exist, namely: 1) the applicant was a permanent full-time employee of the Watertown Fire Department at the time such credits were so earned and accumulated; 2) the Chief approves. Those employees who qualify for payments under both the Career Incentive Pay Program and the Longevity Plan as described in Article XI shall receive the higher payment to which they are entitled, but not both. It is expressly understood and agreed that employees eligible for the career incentive pay program are entitled to the entire career incentive pay amount each year based upon the level attained as of September 1st of each fiscal year.

In the event of an employee's retirement or death, the employee's entire career incentive pay increment for the fiscal year of such termination will be paid to said employee or the employee's heirs at law on the next pay day following the employee's retirement or death.

ARTICLE XXVII AGENCY SERVICE FEE

Pursuant to M.G.L. c.150E, Section 12, and as a mandatory condition of employment, any member of the bargaining unit, as defined by Article I of this Agreement, not a member of Local 1347, shall pay 80% of the current dues for services rendered by said Union. Payroll deductions of the agency service fee may be authorized pursuant to M.G.L. c.180, Section 17G.

ARTICLE XXVIII TRANSFERS

Effective upon the execution date of this Agreement station transfer opportunities shall be accorded to employees on the basis of seniority of applicants pursuant to a list to be posted and maintained on a departmental wide basis.

ARTICLE XXIX PROTECTIVE CLOTHING AND UNIFORMS

Effective 7/1/00, the annual clothing allowance shall increase to one thousand dollars (\$1000) of which three hundred and fifty dollars (\$350) will be paid to the employee for the maintenance of the dress and work uniforms.

Effective 6/30/05 all members will receive a clothing allowance of \$500 in January and \$500 in July of each year.

It is expressly understood that all personnel shall wear NFPA compliant station/work garments while on duty.

ARTICLE XXX EMERGENCY MEDICAL TECHNICIANS

Each employee who is a registered Emergency Medical Technician (EMT) shall be paid an annual payment, which may be paid quarterly, pro rated, according to the date of certification or recertification. The Town shall continue its practice of paying for the costs associated with certification, training and recertification of EMT personnel. The Chief of the Department shall

have the discretion to determine whether employees shall participate in training and /or recertification programs which will require their attendance on their regularly scheduled days off. If the Chief authorized employees to participate in such programs, then all time spent by employees in said programs on regularly scheduled days off shall be included for overtime purposes.

It is expressly understood that the Town will require all newly hired firefighters to be EMT certified within one year after being hired and that those individuals will be required to maintain their EMT certification as a condition of employment. All EMT and non EMT personnel who are defibrillator trained shall be compensated on an annual basis, paid quarterly, as follows:

Effective July, 1 2000: Each employee who is a registered Emergency Medical Technician (EMT) and Defibrillator trained shall receive annually four and one-half percent (4.5%) of the top step Firefighter rank salary to be paid in quarterly installments. The amount received pursuant to the foregoing, which is four and one-half percent (4.5%) of the combined Firefighter rank maximum base pay and shift differentials, shall be added to each employee's individual base pay and differentials for the purpose of calculating the dollar value of such employee's overtime, holiday pay and retirement contributions.

Each employee who is Defibrillator trained and who is not a registered Emergency Medical Technician (EMT) shall receive annually two and three-quarters percent (2.75%) of the top step Firefighter rank salary to be paid in quarterly installments. The amount received pursuant to the foregoing, which is two and three-quarters percent (2.75%) of the combined Firefighter rank maximum base pay and shift differentials, shall be added to each employee's individual base pay and differentials for the purpose of calculating the dollar value of such employee's overtime, holiday pay and retirement contributions.

ARTICLE XXXI

PROBATIONARY EMPLOYEES - LAYOFFS

In the event that a firefighter, in probationary Civil Service status, is laid off by the Employer, the employee shall be granted the same rights of recall and re-hire afforded to permanent tenured employees of the Union, pursuant to G.L. c.31.

ARTICLE XXXII

RESIDENCE

All employees hired on or after February 1, 2003, must live within a radius of fifteen (15) miles of Watertown to comply with MGL. Chapter 41.

ARTICLE XXXIII

MILITARY LEAVE

An employee who is member of the armed services of the Commonwealth or of a reserve component of the armed forces of the United States, who is assigned to weekend drills which require absence from his normally scheduled work tour of duty shall be entitled to be paid the difference between his military pay and his firefighter pay for such normally scheduled work tours actually missed.

ARTICLE XXXIV

CONTRACT PRINTING

The employer shall, within a reasonable time following execution of the Agreement, arrange to have copies of this Agreement printed and made available to each member of the bargaining unit.

ARTICLE XXXV

SENIORITY

There shall be three classes of seniority, defined as follows, which shall apply to the rights and privileges of employees under this Article:

1. Civil Service Seniority - pursuant to General Laws c.31, Section 33, shall commence with the date of permanent appointment to a civil service position. Effective July 1, 1995, employees appointed on the same day, with the same civil service score, shall have their seniority determined by a lottery conducted by the Fire Chief and Union President. The seniority date as determined by the lottery shall also apply to Departmental Seniority and In Grade Seniority.
2. Departmental Seniority - shall commence with the date of permanent appointment to the Fire Department and shall include any prior, unbroken, departmental employment in a provisional status.
3. In-Grade Seniority -
 - a. Firefighters - shall be equal to Departmental Seniority
 - b. Superior Officers - shall commence with the date of permanent appointment to the officer's position.

If two or more employees enter service in one of the above categories on the same date, their seniority shall be determined by their position on the Civil Service list. Any time absent from the Department, excluding military leave, vacation leave, sick leave, injury leave and temporary layoff, shall be deducted from one's seniority lists subject to the approval of the Employer. The employer shall post the Civil Service list.

Job Bidding:

In-grade seniority shall prevail with the officer in charge of the group choosing one of the three top bidders in consultation with the officer in charge of the company.

Transfers:

Within Group: Senior man in grade (Group) has first choice and progresses down to junior man until transfer is completed

Within Department: Same procedure as group transfer utilizing the Departmental, In-Grade list.

Coverage:

The man working coverage will carry his own in-grade seniority. The officer in charge has the discretion to have a man in his own group serve as driver.

Travel:

In-grade seniority to govern. A driver holding a bid position is exempt from traveling providing his piece of apparatus is in service. At no time will there be two (2) or more officers on a piece of apparatus if there is another piece of apparatus without an officer.

Overtime:

All overtime people will be considered a separate category and seniority will prevail within the overtime group only. Overtime men will not carry their seniority into a scheduled work group. The overtime man will only fill the assignment vacancies created, except in the case of drivers.

Vacation Bidding:

If a vacation slot occurs during the year, that slot shall be offered to the senior man in grade providing he has vacation time to his credit.

Driver's Bid Position:

When a Job vacancy goes to the bid process, a written letter of intent must be submitted to the Staff Service Officer by the person seeking the position. In-Grade seniority shall prevail with the officer in charge of the group choosing one of the three top bidders in consultation with the officer in charge of the company. Once selected, the individual is awarded the position of Operator/Driver for that specific company and designated group.

2nd Driver Position:

The 2nd driver is a non-bid position. A firefighter is assigned, on the basis of in-grade seniority to a specific company by the officer in charge of the group. In the event the bid driver of said piece of apparatus is out of work, the 2nd driver will assume the responsibilities of Operating/Driving the apparatus.

Exception: In the event, due to lack of manpower staffing levels, a company is put out of service, the bid driver of the out of service piece of apparatus shall be able to use his qualifications and seniority, with the approval of the officer in charge of the group, to operate and drive another piece of apparatus that has a non-bid 2nd driver filling in.

ARTICLE XXXVI

INDIVIDUAL AGREEMENTS

The employer agrees that it will not enter into any individual agreement with any bargaining unit member covered by this agreement which is contrary to this agreement.

ARTICLE XXXVII

STUDY COMMITTEES

The town agrees to form a joint-study committee to examine the issue relating to a four-day workweek 4-10 hour shifts for both daytime captains. (Study proposed in contract ending 6/30/00). The parties agree to hold an initial meeting no later than May 15, 2005 to discuss the committee's composition, set a schedule of meetings, and to set the parameters for the issuance of a report.

The town agrees to form a joint-study committee to examine the issues relating to out-of-grade pay for any firefighter, lieutenant, or captain who temporarily fills the next higher rank due to an opening on any piece of apparatus, which normally has an officer through a job bid or

assignment. The parties agree to hold an initial meeting no later than May 15, 2005 to discuss the committee's composition, set a schedule of meetings, and to set the parameters for the issuance of a report.

Initial meetings will be held for the study committees referenced in this article by March 31, 2009.

ARTICLE XXXVIII DURATION OF AGREEMENT

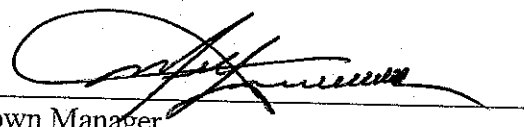
This Agreement shall take effect on July 1, 2005 and remain in full force and effect up to and including June 30, 2008. On or after November 15, 2007 either party may notify the other of its desire to commence negotiations for a successor agreement to become effective on July 1, 2008 and thereupon, negotiations shall commence.

If a successor agreement has not been executed by June 30, 2008, this Agreement shall remain in force and effect until a successor agreement is executed.

This Agreement is subject to ratification by the union, identification of funding by the Town Manager, and subsequent approval by the Town Council.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2009.

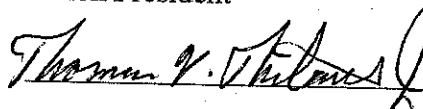
TOWN OF WATERTOWN

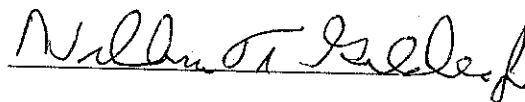

Town Manager

APPROVED AS TO FORM

FIREFIGHTERS LOCAL # 1347


Union President





APPENDIX A

SICK LEAVE - INJURED LEAVE POLICE AND FIRE DEPARTMENTS

I) Statement of Purpose: These regulations are promulgated in order to more clearly define rights and responsibilities of the Town of Watertown and some of its employees in the areas of sick leave and injured leave absences from employment.

II) Definitions:

(a) Employee: - Shall mean a police officer or fire fighter employed by the Town of Watertown.

(b) Sick Leave: - Shall mean absence due to sickness or injury not related to employment.

(c) Injured Leave: - Shall mean absence due to an injury suffered in the line of duty.

SICK LEAVE

(a) "Sick Leave" shall mean that period of time which an employee is entitled to receive compensation while unable to perform his duties because of sickness or injury not related to said duties.

(b) When an employee finds it necessary to be absent from his duties because of sickness or injury not related to said duties, he or his agent shall at once notify his superior officer or the chief of the department of such absence. No sick leave benefit shall accrue to an employee hereunder who fails to give such notice.

(c) The Chief of the Department or the Town Manager may require the presentation of a doctor's certificate or report in writing, under oath, in connection with any claim for sick leave benefit and may, if it seems advisable, send a doctor (designated and paid for by the Town of Watertown) or other authorized person to investigate any such absence which necessitates the use of sick leave benefits. Any employee who refuses to submit to such a doctor's examination shall not be entitled to any sick leave benefits.

(d) The Chief of the Department shall and must require a doctor's affidavit, relating to sick leave pay on form furnished by the Chief of the Department, stating the particular sickness of any employee who claims sick leave benefits if the employee has been away from his duties for more than three (3) consecutive working days. Said affidavit may be prepared by the employee's own doctor or a doctor sent by the Chief or the Town Manager.

(e) The employee's failure to produce and file with the Chief of the department an acceptable sworn affidavit as aforesaid will cause the omission of the employee's name from the payroll after the third consecutive work day of absence. If the claimed illness or disability is of a specialized nature or description, the Chief may require the sworn medical statement of a qualified specialist.

(f) The Chief has the duty to determine, in the first instance, if the claimed absence is to be charged as sick leave or leave with loss of pay. This written determination may be changed at a later date by the Chief or the Town Manager if proper reasons are established to sustain said change.

INJURED LEAVE

- (a) "Injured Leave" shall mean that period of time for which an employee is entitled to receive compensation while incapacitated for duty as a result of an injury sustained in the performance of his duty without fault of his own.
- (b) When an employee finds it necessary to be absent from his duties because of injured leave, he or his agent shall immediately notify his superior officer or the Chief of the department of said absence. No injured leave benefit shall accrue to an employee who fails to give such notice. Notice under this section shall include the date, time and place of said injury and the circumstances under which it was incurred. A Notice of Injury Form must be completed by the employee or his superior officer each time a claim for injured leave benefits is made.
- (c) An employee so absent from duty shall be entitled to examination and treatment by a physician of his own choice.
- (d) The Chief of the department shall require the presentation of a doctor's affidavit relating to injured leave pay on a form furnished by the Chief of the department, in connection with any claim for injured leave benefits. Said doctor's affidavit shall state the diagnosis of the injury, the expected period of disability, and the causal relationship between the medical condition and the injury.
- (e) The Chief of the department or the Town Manager may designate a physician to examine the employee once notice of injury is given. The Chief and the Town Manager shall have the authority to designate a physician to conduct further examination at any time during the period of absence in order to determine whether such incapacity continues to exist.
- (f) In accordance with G.L. c.41, section 111F, no injured leave benefits shall be granted for any period after the employee has been retired or pensioned in accordance with law, or for any period after a physician, designated by the Town Manager, has determined that such incapacity no longer exists.
- (g) The employee's failure to produce and file with the Chief of the department an acceptable sworn affidavit will cause the omission of the employee's name from the payroll after the third consecutive work day of absence. If the claimed line of duty injury is of a specialized nature or description, the Chief or the Town Manager may further require the sworn affidavit of a qualified specialist.
- (h) The Chief has the duty, in the first instance, to determine if the claimed absence is to be charged as injured leave, sick leave or leave with loss of pay. This written determination may be changed at a later date by the Chief or the Town Manager if proper reasons are established to sustain said change.

APPENDIX B

The following form of authorization for dues deduction for the employees hereunder shall be used:

"AUTHORIZATION FOR PAYROLL DEDUCTION"

By: _____
(Name of Employee)

To: _____
(Name of Employer)

Effective _____ I hereby request and authorize you to deduct from my earnings each (Payroll Period) _____ the amount of \$ _____. This amount shall be paid to the treasurer of Local Union No. 1347 and represents payment of my union dues.

These deductions may be terminated by me by giving you 60 days written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address